



Loudoun County, Virginia

INVITATION FOR BID

**JANITORIAL SERVICES AT TEMPORARY RUST AND PURCELLVILLE
LIBRARIES**

ACCEPTANCE DATE: Prior to 4:00 p.m., March 7, 2008 "Local Verizon time"

IFB NUMBER: QQ-01398

ACCEPTANCE
PLACE

Department of Management and Financial Services
Division of Procurement
1 Harrison Street, SE, 4th Floor, MSC#41C
Leesburg, Virginia 20175

A Pre-Bid Conference will be held on February 27th, 2008 at 5:00 PM at the Purcellville Library, 220 E. Main St, Purcellville, VA. 20132 for clarification of any questions on the specifications. Bidders are responsible for their own transportation.

Requests for information related to this Invitation should be directed to:

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Contracting Officer
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This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: February 7, 2008

**IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY
IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS
DIVISION AS SOON AS POSSIBLE**

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Prepared By: Philip Butterfass Date: February 7, 2008
Contracting Officer

JANITORIAL SERVICES AT TEMPORARY RUST AND PURCELLVILLE LIBRARIES

1.0 PURPOSE

The intent of this Invitation for Bid is to obtain the services of a qualified contractor to provide janitorial and related services at the Purcellville Library at 220 E. Main St, Purcellville, VA. 20132 and the Temporary Rust Library at 34-D Catoctin Circle SE., Leesburg, VA. 20175. These locations will be also identified as the Purcellville/Rust Library Locations.

2.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

4.0 BIDDER'S MINIMUM QUALIFICATIONS

Only those bidders who provide documentation in their bid that they satisfy the following criteria will be considered for further evaluation. Failure to include any of the required documentation may be cause for bid to be deemed non-responsive and rejected.

1. Bidders must demonstrate they have been in business providing similar services for at least the last three (3) years. Bidders shall show proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
2. Bidders shall provide, at a minimum, three (3) comparable references of current work being performed, preferably other public sector facilities. These references must be for work done for comparable facilities 20,000 sq. ft., or greater with similar cleaning requirements.

5.0 SCOPE OF SERVICES

5.1 General:

The Contractor should be aware that a schedule of heavy use at the Facilities does impact the amount of cleaning required and makes scheduling of periodic and special cleaning difficult. The total gross size of the Purcellville Library is 17,172 sq. ft. and is three (3) levels accessible by an elevator. There are a total of five (5) restrooms, one (1) janitorial closet, one (1) canteen, and two (2) water fountains. The building is open seven (7) days per week Monday – Thursday 10-9, Friday & Saturday 10-5, Sunday 1pm-5pm. The Contractor shall be responsible for cleaning the entire Facility.

In addition, set-ups will need to be done in two (2) large meeting rooms that are frequently used by the public at the Purcellville Library

The total gross size of the Temporary Rust Library is approximately 5,000 sq. ft. There are a total of two (2) restrooms, one (1) small janitorial closet and one (1) water fountain. The building is open seven (7) days per week from Monday – Thursday 10-9, Friday & Saturday 10-5, Sunday 1pm-5pm. The Contractor shall be responsible for cleaning the entire Facility. In addition, set-ups may be required in meeting rooms that are frequently used by the public.

The Permanent Rust Library will come back into operation in the third quarter of 2009.

The Square footage of the permanent facility will be 40,000 sq. ft. The successful Contractor and the County shall negotiate hours and price of cleaning the new facility once it is complete.

The successful bidder will be responsible for cleaning the entire Facility excluding the mechanical and electrical rooms and any other areas designated by the County Contract Administrator. The information provided in this section is not intended to be a substitute for site inspection and verification of scope and difficulty of work to be performed. It is the County's expectation that the successful bidder shall have sufficient staff to start work on May 1, 2008.

Bidder's price shall be sufficient to pay all applicable Federal and State withholdings, workmen's compensation, insurance and comply with at a minimum, the current minimum wage rate. *All bidders shall provide with their bid a cost breakdown detailing how the bid price was determined. The breakdown shall include number of employees, cost of supplies, etc. Failure to include this breakdown with the bid may be cause to deem the bid non-responsive and rejected.*

5.2 Work Included:

It is the intention of this Invitation for Bid (IFB) to obtain a Custodial Maintenance Program for the Facilities from a qualified Contractor. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work.

The ultimate responsibility of the Contractor is to provide Facilities that are uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the County and the Contractor. Variances in user traffic, building renovation work, weather

conditions and other uncontrollable and unpredictable factors will determine the actual frequency requirements necessary to maintain County standards.

In addition to the cleaning, the Contractor will replace burned out light bulbs at all locations that can be safely reached by an eight (8) foot ladder. The County will provide the ladders and bulbs.

The County reserves the right to add similar items/services or delete items/services specified in the Contract as requirements change during the course of the Contract. Prices for items/services to be added to/deleted from the Contract will be mutually agreed upon by Loudoun County and the Contractor. A Contract amendment will be issued for each addition/deletion.

5.3 Custodial Service Performance:

Service shall be performed according to the Cleaning Activity Specifications (Section 5.16) and the Frequency Schedule (Section 5.16 P), except for Loudoun County Government observed holidays. Contractors must verify Loudoun County observed holidays by contacting Contract Administrator at 703-737-8645. County holidays include:

New Year Day (January 1)
Lee-Jackson-King Day (Friday preceding the 3rd Monday of January)
Martin Luther King Day (3rd Monday in January)
Presidents' Day (3rd Monday of February)
Memorial Day (Last Monday in May)
Independence Day (4th of July)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veterans Day (November 11th)
Thanksgiving Day (4th Thursday in November and the following Friday)
Christmas Day (25th of December)

Routine nighttime custodial service shall be performed Monday through Sunday: between 9:00 p.m. and 1:00 a.m. The Contractor should anticipate that, on occasion, certain areas of the Facilities may be occupied until after 10:00 p.m. and cleaning cannot be performed in that area. In this event, the Contractor should be prepared to clean the adjacent suites first and then perform the cleaning services at the previously occupied suite.

Periodic and special cleaning must also be done between 9:00 p.m. and 1:00 a.m. or at other times by permission of the site supervisor. In all cases, the Contractor shall work at the convenience of the occupants.

Prior arrangements shall be made with the County to perform duties at other than prescribed hours. This service will be performed only at the County's convenience.

5.4 Supplies:

The Contractor shall furnish all supplies necessary for the work required under this IFB. They include but are not limited to:

- A. Toilet paper shall be of 100% post consumer waste content, double ply such as Fort Howard or approved equivalent.
- B. Paper towels shall be of 100% post consumer waste content, semi-bleached, multi-fold such as Fort Howard or approved equivalent.
- C. Wax such as Able's Diamond Cote Premium Grand Floor Finish or equivalent.
- D. Roll paper towels, when used, in kitchens and coffee stations.
- E. Paper toilet seat covers.
- F. EPA approved germicidal detergent, such as Lysol IC, or equivalent.
- G. Walk-off mats shall be provided by the Contractor at no additional cost. The mats are to be in "like new" condition, all matching in style and color and, and of a color compatible with the building color scheme. Brown, gray or black preferable.

Mats shall be on a regular service/cleaning schedule to maintain a clean appearance at all times. Mats are to be changed when routine cleaning does not produce a clean and neat appearance. Mats will need to be changed out a minimum of one (1) time per month. Mats deemed to be in unacceptable condition by the County shall be replaced by the Contractor.

Mats are to be placed inside all exterior doors and at other locations. Several mats may be used to create the minimum coverage area but must not create a safety hazard. The minimum coverage areas are:

Purcellville Library:

The staff entrance shall have a mat 3 feet x 10 feet.

Rust Library:

- 1) The two front entry/exit doors are each to have a mat on the interior 3 feet x 5 feet.
- 2) The rear exit door shall have an interior mat 3 feet x 5 feet as well.

- H. No supplies shall be used that Loudoun County or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the facilities, their occupants, contents, or equipment.

The Bidder shall indicate on the "Supply List" (Attachment #1) the brand names and estimated quantities necessary for the performance of the Contract. Failure to complete this list may be a basis for rejection of the Bid. The County may require samples of the products offered. The successful bidder shall supply Product Brochure and the material Safety Data Sheets (MSDS) within ten (10) days after the award of the Contract. Submission of this list is **MANDATORY**.

- I. All supplies provided by the Contractor shall be compatible with the existing dispensers at all locations.

- J. The Contractor is responsible for supplying all paper goods, soaps, cleaners, etc., currently in use in the Facilities' bathrooms, canteens, kitchens, coffee stations, etc. or equivalent substitutions approved by the Contract Administrator.

5.5 OSHA Guideline Compliance:

- A. MATERIAL SAFETY DATA SHEETS - The successful bidder shall furnish to the Contract Administrator copies of Material Safety Data Sheets (MSDS) for all products used prior to beginning service in the Facilities and must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the Facilities, a copy of that product's MSDS must be provided to the Contract Administrator, prior to the product being used in any Facility.

The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

- B. LABELING OF HAZARDOUS MATERIALS - Contractor shall comply with OSHA Regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers.
- C. CAUTION SIGNS - Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the County. Caution signs shall be on-site on commencement of Contract.
- D. OSHA GUIDELINES OF BLOOD PATHOGENS - Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the Contract Administrator.

Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Contract Administrator upon commencement of this Contract.

Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules shall permit the County to immediately terminate this Contract without liability.

5.6 Labeling of Supplies/Chemicals:

The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.

5.7 Slip Resistance:

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

5.8 Germicidal Properties:

The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

5.9 Equipment:

- A. All necessary cleaning equipment including power driven floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this Contract shall be furnished by the bidder. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the Facilities or their contents. All equipment must be in good working condition at all times. Any non-working equipment shall be replaced/repared within twenty-four (24) hours. The bidder shall indicate on the "Equipment List" (Attachment #2) the manufacturer and amount of equipment that they have available for use under the Contract. **FAILURE TO COMPLETE THIS LIST MAY BE A BASIS FOR REJECTION OF THE BID AS NON RESPONSIVE.**

NOTE: All equipment such as brooms, mops, and vacuums shall be available for use by the County staff or day porters during the day. The County shall assume responsibility when using the equipment. Adequate paper supplies and hand soap shall be stored in locked housekeeping closets on each floor. Designated County employees will have keys to these closets in the event supplies become short during the day and need replenishment.

- B. Electrical power, 110 volts, will be furnished by the County at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. The Contractor shall be responsible for any damage caused to the electrical outlets and their covers caused by the improper connection or disconnection of equipment. Hot and cold water will also be made available as necessary for cleaning.

5.10 Supervisor(s):

The Contractor shall provide the necessary supervision with personnel who ARE NOT a part of the regular, on-site cleaning staff. The supervisors shall be literate and fluent in the English language, due to the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with County personnel. Contractor's supervisors shall also be capable of communicating fully with all Contractor's employees in the event they do not speak English. The County's authorized representative will be the sole judge of the communication level. The Contractor shall provide documentation that the supervisor has the necessary skills,

and is paid at a higher rate than the custodians. The County requires that the supervisor be on-site during the shift. In the event of sickness or any absence of the regular supervisor, the Contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide the name and position within the company of the supervisor to the County. The Contractor shall provide a telephone answering service for the use of the supervisor for work-related messages. The supervisors shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's designee.

5.11 Mandatory Qualifications for Contractor Personnel:

- A. The facilities shall be fully staffed on the first day of work under the Contract. All personnel shall receive close and continuing first-line supervision by the Contractor.
- B. Custodians shall be employees of the Contractor; day laborers are not acceptable.
- C. Custodians employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. The bidder shall provide sufficient documentation to demonstrate adequate training has been provided with their bid. Bidder shall submit statement outlining their training program and method of verifying employee competency. Failure to do so may be cause for rejection of the bid. The use of custodians who are not adequately trained may be sufficient grounds for termination of the Contract. Emphasis should be placed on Handling Hazardous Materials (proper clean up of blood and body fluids) as stated in Section 5.5D.
- D. The Contractor shall obtain criminal background checks at its expense on all custodial personnel at the start of this Contract or upon employment, and at least once per year thereafter. The Contractor shall provide documentation to the County illustrating that the background checks have been successfully completed. The Contractor shall inform the Contract Administrator, by certified mail, of any criminal convictions of any type for custodial personnel within five (5) days of obtaining the information. Within thirty (30) days of the any Contract renewal period, Contractor must provide verification of having run background checks as per Contract on all current personnel and remit a statement of such with a current a personnel list attached.
- E. Contractor shall supply the Contract Administrator with a current list of all employees that will perform work at the Facilities prior to beginning work under the Contract. A copy of a driver's license or work permit shall be supplied for each employee. Each of these employees shall be adequately trained and have had criminal background checks.
- F. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for any reason not contrary to law. This right is nonnegotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified guards so as to be able to provide a replacement within twenty-four (24) hours. Posts remaining vacant beyond these time limits may be cause for termination of the Contract.

5.12 Employee Identification and Building Access:

- A. All employees shall wear uniforms that bear the company name/logo. Uniforms shall be approved by the County Contract Administrator and shall not be exceptionally dirty, stained, or torn.
- B. Identification badges shall be furnished by the Contractor and worn by all Contractors' employees while on County premises. The badge shall have the employee's picture, name, signature, and Contractors name visibly displayed.
- C. Access to the Facilities shall be as directed by the County Contract Administrator or his/her representative. Contractor's employees may not leave the premises during working hours except in cases of emergency and on approval of the Contract Administrator or his authorized representative. Should employees require an off-site dinner break, the time of this break must be submitted in advance to the Contract Administrator. Contractor will be supplied with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized County representative. All doors shall remain locked and no doors shall be propped open at any time.
- D. Contractor shall require all employees performing under this Contract to personally sign and be responsible for each electronic access card to gain entry to work areas. This card is to be used only by the individual who has signed for the card. When an individual is no longer employed by the Contractor, the card must be reassigned using the KEY/CARD request form provided. The form should be sent to the County Custodial Supervisor or his designee. If a card is lost, the County Custodial Supervisor or his designee must be notified immediately. In either case, a message must be left with the Contract Administrator at 703-737-8645. Use of electronic pass card by any other person other than the individual signing for the card will be ample cause for termination of the Contractor. The County reserves the right to charge the Contractor for lost or damaged cards.
- E. Personnel: **AT NO TIME** shall Contractor allow anyone into the building other than bona fide employees of the Contractor. **AT NO TIME** shall Contractor allow family members, friends, etc. on the grounds or parking lots of the building during working hours, 9:00 p.m. to 1:00 a.m. other than to drop off or pick-up an employee.

5.13 Contractor Quality Control Program:

The Contractor shall establish a complete quality control program to assure the requirements of the Contract are met as specified. A draft Quality Control Plan (QCP) shall be submitted for review and approval prior to start of Contract. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or County Building Inspectors point out the deficiencies. This QCP is of paramount importance. The program shall include, but not limited to the following:

- A.. An inspection system which is tailored to the specific Facility and which covers all services stated in the tasks and frequencies segment of the Contract. The Contractor shall devise a checklist for use during the performance of the work. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work. The Contractor and his supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform. A copy of each inspection is to be provided to the Contract Administrator within twenty-four (24) hours of inspection.
- B. An on-site file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the County, upon request, during the term of the Contract.

5.14 Black Light Test:

The County uses a black light test to detect the presence of urine. The County will deem bathroom fixtures or floors not meeting specifications if the black light detects urine.

5.15 Vending Concessions:

The Contractor shall provide sanitary napkins and tampons for existing dispenser units. Contractor shall collect and keep the money. If dispensers become inoperable, it is the Contractor's responsibility to notify the Contract Administrator for repairs or replacements. Maximum amount the County is allowing the dispenser to charge for these feminine hygiene items is \$.50.

Note: Dispensers shall be restocked nightly and napkin disposal containers shall be emptied and sanitized daily.

5.16 Cleaning Activity Specifications:

These specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity. The schedule of services is outlined in subsection O.

A. Receptacles

All trash shall be removed and collected at the Dumpster sites according to the schedule.

1. Receptacle Emptying and Cleaning

All trash receptacles shall be emptied according to schedule. All receptacles shall be relined with clean plastic liners. The Contract Administrator shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles.

Dumpster sites shall be kept clean and orderly. Trash shall not be allowed to blow around grounds. Spills resulting from collection

process shall be promptly cleaned. Area surrounding dumpster up to ten (10) feet must be kept neat and clean and free of debris.

2. Ash Trays and Urns Emptying and Cleaning

All ashtrays and Urns shall be emptied on a schedule consistent with the frequencies given. Urns containing sand or other extinguishing material shall have such material replaced when soiled or wet.

Ashtrays shall be wiped clean both inside and out and be free from dirt, ashes, spots, food, and beverage spoilage and debris. Sand or other extinguishing material shall be replaced when soiled or wet. Ash stands shall be emptied and cleaned according to the frequency outlined in the schedule.

3. Miscellaneous Trash and Paper Collection

All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable item shall be verified as intended. Staff is to be trained specifically on disposal of items near and around trash receptacles. NOTE: Items/materials near or around trash cans shall not be considered trash if they are not marked as trash. The Contractor shall only remove items that are actually in the trash receptacles or specifically labeled as "trash." The Contractor shall emphasize this procedure with all cleaning staff.

4. Bottle and Can recycling

Bottle, Can and Glass Recycling containers are to have the plastic bags pulled and tied up and placed on top of the large wheeled totes used for paper recycling purposes. This shall be done no less than two (2) times per week or as needed and the containers shall be re-lined with clean plastic bags each time.

5. Receptacle Cleaning and Disinfecting

According to schedule, trash receptacles shall be thoroughly cleaned and disinfected, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust. Receptacles shall be free from dirt, food, or beverage spoilage and odors.

B. Restroom Cleaning and Servicing

Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished often enough to assure adequacy of supplies and hygienic condition of restrooms.

1. Fixture Cleaning and Disinfecting

Fixtures including toilet bowls, hand basins and urinals shall be cleaned according to schedule. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine and other soils.

Fixtures shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.

2. Stall Partition Cleaning

Stall partitions and partitions between urinals shall be cleaned according to schedule. *Graffiti shall be scrubbed or wiped off as soon after detection as possible. Graffiti which cannot be removed by normal cleaning procedures shall be reported immediately to the Contract Administrator.* Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions and free from dust on top edges.

3. Mirror and Chrome Cleaning

Mirrors, chrome and other metal trim shall be cleaned and polished according to schedule. Included shall be metal supply dispensers, hand dryers, metal door pushes, metal light switches. Abrasive cleaners shall not be used. Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.

4. Tile De-scaling

According to the schedule, tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc. Tile floors, walls and shower stalls shall be cleaned of all scale, mineral deposits and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.

5. Grout Cleaning

Grouting and sealants shall be cleaned according to schedule with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile and any loose or broken grouting shall be reported to the Contract Administrator. Grout and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.

6. Ceramic Tile Floor/ Wall Cleaning

Ceramic tile floors and walls shall be thoroughly scrubbed with a heavy duty disinfectant/detergent solution. Extreme care shall be exercised to avoid excessive flooding of area. Ceramic tile floors and walls shall be thoroughly cleaned, rinsed and dried to present a uniformly clean appearance.

7. Restroom Servicing

Restrooms shall be serviced and cleaned nightly.

Extra supplies shall be left when necessary to assure sufficiency between cleaning and servicing. Hand towels, soap, toilet issues, toilet seat covers, sanitary napkins, and deodorant air fresheners shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleaning or servicing.

Sanitary napkin and tampon disposal containers shall be emptied and sanitized nightly.

C. Floor Maintenance

1. Sweeping/Dust Mopping

Floors shall be swept or dust mopped according to the schedule to present a clean and orderly appearance at all times. Sweeping compounds shall not be used on finished floors but may be used on garage floors. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places accessible to the broom or dust mop.

2. Removing Gum/Tar Etc.

Surface accumulations of chewing gum, tar, hardened dirt and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.

3. Spot Mopping

According to the schedule and as needed, spills, spots and stains shall be damp mopped to assure a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains which penetrate floor finishes. In these instances, floors shall receive a light coat of finish to repair the damage and present a uniform appearance. Spills, spots, and stains shall be mopped up to assure a uniformly clean appearance.

4. Mopping

Floors shall be damp or wet mopped according to the schedule to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearance.

5. Spray Buffing

This procedure shall be employed according to the schedule to ensure a high gloss, non-slippery finish on all floors, to repair and refinish worn areas of finish and to remove heel and scuff marks. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishings with the floor machine. Replace all furniture. Floors shall have a uniform high shine and be free of streaks, scuffmarks, and other unsightly appearance.

6. Stripping and Refinishing

This procedure shall be employed according to schedule to remove accumulations of dirt, finish, discoloration's, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to

prevent splashing of walls, baseboards or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced to proper position when work is completed. Also, floors shall be re-waxed according to schedule with a sealer and coats of slip-resisting floor finish. Floors shall be clean and free from scuffmarks, stains, rust, dirt, gum, tar, old finish, etc., before finish is applied. Coats shall be applied with adequate time for drying allowed between coats. DRY STRIPPING PROCEDURES SHALL NOT BE USED WITHIN THE FACILITIES.

Floors shall be stripped of layers of soiled finish, heel marks and scuffs, discoloration's, and stains. After thorough rinsing, floors shall be ready for application of new or additional finish. Sealer and coats of finish shall be properly applied to floor. Finished or refinished floors shall present a uniform shine and shall not have buildups or finish along edges or in corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity.

D. Carpet Care

Carpets shall be vacuumed, spot cleaned, and shampooed to remove accumulations of dust, dirt, stains, and soil according to the schedule. Carpets shall present a uniformly clean appearance at all times free from spots, stains, chewing gum, tar, grease, litter, etc. Any tears, rips, burns, or indelible stains shall be reported for repairs or replacement.

1. Vacuuming

Carpets shall be vacuumed according to schedule. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be free from lint, debris strings, loose carpet strands and the pile shall stand erect.

2. Spot Cleaning

Carpets shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots, stains, etc. A solvent cleaner may be used provided that it is safe and does not cause fading or discoloration. Aerosol chewing gum remover may be used with a putty knife, but careful attention shall be paid to avoid damaging carpet fibers.

Carpets shall be kept free from chewing gum, candy spills, spots, grease, food and beverage stains, water-marks, etc. Indelible stains, which cannot be removed by spotting and shampooing procedures, shall be reported to the Contract Administrator. Water leaks or

beverage spills shall be cleaned up as soon as they are discovered. Gum and tar shall be removed as soon as they are discovered.

3. Shampooing

This procedure shall be employed according to schedule to ensure a clean and uniform appearance and to prolong the life of the carpeting. This is complete carpet cleaning and involves the use of approved method to thoroughly clean carpet. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed. Carpets, which have been shampooed, shall present a uniformly clean appearance with no evidence of surface spoilage or spotting, the pile shall stand erect and the color shall be bright. **Contractor shall give the County at least seventy-two (72) hours notice prior to shampooing carpets. Signs must be posted at least forty-eight (48) hours prior to the scheduled work.**

E. Horizontal Surface Cleaning

Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of a ladder (below 100" or about in height) that comprise the furnishings and structures of the Facilities including, but not limited to office furniture chairs, tables, file cabinets), counter tops, ledges, rails, display cases and the tops of those cases, typewriters, telephones, etc.

NOTE: Unless requested, objects (books, papers, files, etc.) on horizontal surfaces should not be moved to accomplish cleaning. High horizontal cleaning includes those areas that must be reached by a ladder or special, long reach cleaning device.

1. Spot Cleaning

This procedure is a form of policing areas for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. It shall be accomplished according to schedule and as a matter of good housekeeping practice, on a continuing basis. Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, graffiti, smears, spills, etc. and shall present a uniformly clean appearance.

2. Dusting

Dusting shall be accomplished according to schedule. Care shall be exercised to avoid damaging painted or wooden surfaces and "lighting" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use.

Appropriate cleaning agents, polishes, cloths, etc. shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.

3. Damp Wiping

Damp wiping or washing to horizontal surfaces shall be accomplished according to the schedule. Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears etc. and shall present a uniformly clean appearance. Water marks or spots shall be wiped clean and dry.

F. Vertical Surface Cleaning

Vertical surface cleaning shall be interpreted to mean those surfaces not high enough to require the use of a ladder (below 100" or about in height) that comprise the furnishings and structure of the Facilities and shall include, but not limited to walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.

1. Spot Cleaning

Procedure same as in 5.16.E (1)

2. Dusting

Procedure same as in 5.16.E (2)

3. Damp Wiping

Procedure same as in 5.16.E (3)

4. Wall Scrubbing

This procedure shall be accomplished according to schedule. Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls. Walls shall be totally cleaned and well rinsed and shall be free from graffiti, dirt, splashes, soap residues, fingerprints, etc. and shall present a uniformly clean appearance.

Manual or machine scrubbing may be employed, but in either case, flooding of floors is to be avoided at all times. Floors and floor finish shall be protected during the procedure.

5. Baseboard Cleaning

Baseboards shall be cleaned according to schedule and after all stripping, scrubbing, and refinishing procedures as necessary. Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc.

6. Dry erase/chalk boards

Dry erase boards and chalkboards shall be cleaned daily unless marked "Do Not Erase ". Cleaning includes entire board, moldings,

rails etc. Boards shall be cleaned with manufacturers recommended solution.

G. Drinking Fountain Cleaning and Disinfecting

Drinking fountains shall be cleaned according to schedule. All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry and polished. All trash and debris (gum wrappers, cigarette butts, etc.) shall be removed. Plumbing problems shall be reported to the maintenance staff for corrective action. Drinking fountains shall be free from trash and debris (gum wrappers, cigarette butts, etc.), dirt, fingerprints, smudges, streaks, spots and stains. Wall areas around the fountains shall be free from water spots and streaks.

H. High Dusting/Cleaning

High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of a ladder (above 100" or about in height) which comprise the structure and furnishing of the Facilities and shall include, but are not limited to wall/ceiling junctures, light fixtures, ventilation louvers, overhead signs, sills, ledges, etc. High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.

1. Cleaning Vents, Grills, Etc.

Ventilation louvers, grills, panels, etc. shall be cleaned according to schedule by damp wiping, dusting, washing, or vacuuming as appropriate and with appropriate cleaning agents.

Cleaned vents, grill, etc. shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.

2. Cleaning Light Filters

Removable light filters (egg crates, diffusers, etc.) shall be taken down, cleaned, and replaced according to schedule using appropriate cleaning agents. Care shall be taken to prevent cracking or breaking these somewhat delicate structures. Same standards as in paragraph H (1).

I. Cleaning Venetian Blinds

Venetian blinds are used as a means of blocking or controlling passage of light and sunshine through windows. Blinds shall be cleaned according to schedule by any of the industry - accepted methods - dusting, damp wiping, vacuuming, hand washing or washing by use of an ultrasonic cleaning machine. Care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.

J. Window/Glass Washing Service Requirements:

1. The Contractor shall provide the necessary equipment, supplies, and materials to accomplish the task and frequency set out for window/glass washing at the facilities.
2. **The Contractor shall wash and dry both the inside and outside (twice a year) window/glass surfaces; wash the inside window frames and sills; dust the outside window frames and sills; and remove bird and insect nests, if found. All exterior cleaning shall be done from the ground by use of ladders, lifts, etc. Contractor will not be allowed access to the roof.**
3. The Contractor shall observe all OSHA-prescribed safety regulations and practices. All ladders, scaffolding, window anchors, safety belts, etc. shall be OSHA approved for window/glass washing.
4. Acids shall not be used for cleaning windows/glass.
5. The absence of a requirement covering specific equipment, operations, or hazards shall not relieve the Contractor of the responsibility of taking further action to provide maximum safety in the performance of window/glass cleaning.

K. Emergency Custodial Services

Emergency services may include, but are not limited to cleaning up spills, leaks, floods, sickness, animal wastes, breakage, etc. In the event of an emergency situation is of such magnitude that regularly scheduled tasks cannot be accomplished, the County Contract Administrator shall be so informed. Emergency services shall be judged according to the nature of the procedure (i.e., separate standards apply to each function) and on the responsiveness to the situation.

L. Special Jobs:

The Contractor shall notify occupants of the Facilities seventy-two (72) hours prior to ANY major cleaning activity such as carpet shampooing or floor stripping and finishing. The method of notification shall be by posted, typewritten notices placed in prominent locations. Affixing the notices to walls, doors etc., must not damage the surface finishes. The notice must describe the activity, time and date, anticipated tenant disruptions, and a phone number that can be called if there are any questions. The notices must be removed promptly after the cleaning activity.

M. Elevator/Stairway Cleaning

The elevator and stairway shall be cleaned according to schedule. Cleaned elevator and stairways shall present a uniformly clean appearance.

1. Riser and Threshold Cleaning

Risers and thresholds shall be cleaned according to the schedule. Attention shall be paid to inaccessible areas such as corners and

edges and appropriate tools shall be employed to clean these areas. All gum, tar, grease and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be a buildup of finish or accumulations of dirt in layers of finish.

2. Hand Rail Cleaning

Hand rails of elevators and stairways shall be cleaned. Handrails shall be free from fingerprints, dirt and smears.

3. Elevator Cleaning

The door track of each elevator shall be kept clean by thorough brushing and vacuuming. The Carpet shall be kept in clean appearance at all times. The walls of the elevator cab shall be kept free of smudges, fingerprints, tape, etc. Light Covers to be removed and debris such as dirt and dead bugs are to be removed two (2) times per month minimum. Staff shall employ great care in removing these covers to ensure no breakage results.

N. Exterior Cleaning

1. Grounds and Sidewalks

The grounds and sidewalks around each Facility and parking area shall be kept free of litter. The areas within ten (10) feet of the Facilities shall be clean and swept as needed. Trash cans and ash urns are to be emptied, cleaned and new liners installed. No less than two (2) times per Contract period, all entryways shall be pressure washed using an acceptable cleaning solution within a ten (10) foot perimeter.

2. Parking Area - Purcellville

The parking area within direct correlation to this building shall be kept free of trash and litter.

O. Work Time Designations

Unless designated otherwise, the following time schedules are applicable:
(Note: Normal workweek will be Monday-Friday)

1. One (1) time daily - daily work to be performed each day at Contractor's discretion.
2. Once per week (weekly) - work to be performed once per week at Contractor's discretion, a minimum of four(4) days apart.
3. Twice per week - work to be performed twice per week at Contractor's discretion, a minimum of two (2) days apart.
4. Three (3) times per week - work to be performed on Monday, Wednesday and Friday.

5. Once per month (monthly) - work to be performed once per month, a minimum of three (3) weeks apart.
6. Twice per month - work to be performed twice per month, a minimum of two (2) weeks apart.
7. Once per Contract year - yearly work is to be performed once per Contract year, within the first sixty (60) days of each twelve (12) month period.
9. Twice per Contract year - work is to be performed twice per Contract year, the first work is to be performed within the first sixty (60) days and approximately six (6) months thereafter of each twelve (12) month period.
10. Four (4) times per Contract year (quarterly) - work is to be performed at approximately ninety (90) day intervals, the first work to be performed within the first thirty (30) days of each Contract year.
11. As needed - determined by County General Maintenance Manager.

P. Frequency of Cleaning Service

1. Daily Service to All Areas:

- a. Empty all trash, reline with clean bag and remove trash.
- b. Clean floor surfaces including stone, brick or composition flooring. Remove gum and tar, spot mop spills, and spray buff surfaces at lobbies, entrances, main corridors, and public reception areas.
- c. Vacuum all carpets, including walk-off mats, spot clean, remove gum and tar. (Walk-off mats are provided by Contractor)

Note: Carpets receive heavy traffic and may require a more thorough cleaning on a frequent basis rather than spot cleaning. Contractor shall be responsible for the clean appearance of the carpets at all times regardless of cleaning method or schedule used.

- d. Clean and disinfect drinking fountains/water coolers.
- e. Collect and remove all miscellaneous trash and rubbish at the outside areas to designated pick-up location.
- f. Clean Building Entrance Areas to ten (10) feet outside of entrance door by sweeping concrete surfaces, removing trash, leaves, grass, and other litter. Empty trash containers and cigarette disposal containers.

- g. Dust all vertical and horizontal surfaces that are readily available and visibly require it.
- h. Clean all interior windows (below 110 inches) and glass entrances and other doors, partitions, display cases, clean and polish light fixtures, pay phones etc.
- i. Wipe off counter tops, table tops, chairs, and exterior of appliances.
- j. Remove handprints or marks from walls, doors, and doorframes.
- k. Clean kitchen/coffee bar areas, empty trash, wash sink basins, wipe off counter tops, mop floor, and replenish paper towel dispenser if available.
- l. Clean dry erase boards and adjacent molding unless marked "Do Not Erase".

2. Daily Service to Restrooms

- a. Empty trash, reline with clean bag, and remove trash to designated pick-up location.
- b. Clean and disinfect all fixtures, clean all partitions, clean and polish mirrors, chromes, metal, counter tops, benches,
- c. Wet mop with disinfectant and rinse floor.
- d. Restock all supplies. There shall always be adequate supply of required expendable toilet items - soap, paper towels, toilet paper, sanitary napkins, toilet seat covers and deodorant air fresheners. Restock vending concession dispensers.

3. Once Weekly Service to All Areas

Spray buff all tiled floors not treated under daily service.

4. Twice Weekly Service to All Areas

- a. Disinfect and clean telephones to include pay phones.
- b. Empty all bottle and can recycle containers (as needed and no less than two (2) times per week) and place on top of Recycle Toter.

5. Twice Monthly Service to All Areas

- a. Machine scrub all restroom floors.
- b. Clean elevator light panel.

6. Monthly Service to All Areas
 - a. Complete vertical and horizontal surface cleaning.
 - b. Clean and disinfect all trash receptacles.
 - c. Clean storage areas.
 - d. Monthly stripping and waxing of kitchen floor areas.
 - e. Clean and/or assess the condition of floor mats and take appropriate action.
7. Quarterly Service to All Areas
 - a. High dusting/cleaning.
 - b. Shampoo all carpeted floors. Contractor shall shampoo all carpets within four (4) months of Contract award and approximately every four (4) months thereafter.
 - c. Strip and refinish all hard surface floors.
8. As Needed in All Areas But Not Less Than Twice Per Year
 - a. Clean venetian blinds, clean and treat furniture, woodwork and **clean upholstered furniture**.
 - b. Clean outside all interior and exterior windows.
 - c. Pressure washing entryways within ten (10) feet of perimeters.
9. As Needed in All Areas
 - a. Respond to emergency custodial services.
 - b. Respond to special job assignments.
 - c. Maintain janitor closet/room in an orderly condition and in compliance with County Safety and Fire regulations.
10. At Closing or Sooner in All Areas
 - a. Turn off lights and equipment.
 - b. Close and lock windows and doors.
 - c. Make sure all exterior doors are locked.

Q. Night Custodial Service

Bidders are cautioned that the following may be less than that required to perform all daily and periodic work requirements of the Contract. The determination of the total staff-hour requirement for the performance of all services herein specified above those required by the minimum staff-hours specified is the sole responsibility of the bidders.

Purcellville Library:

The Contractor shall provide a minimum of six (6) productive work hours and one (1) hours supervisory hours for a total of seven (7) hours minimum on a nightly basis Monday thru Friday. Saturday and Sundays will require a minimum of three (3) hours productive work hours each night. There is no requirement for supervisory hours on the weekends.

These work hours shall be documented by the Contractor on a nightly sign in and sign out log with each worker's name signature and work times. The original signed log must be submitted along with each payment billing. **NOTE:** this is the **MINIMUM HOUR REQUIREMENT FOR ROUTINE NIGHTLY CLEANING.** The Contractor must provide sufficient labor to accomplish the tasks as identified in the nightly cleaning schedule and this may take longer than the minimum hours. Time for project and special cleaning is in addition to the nightly minimum for routine cleaning.

The supervisor must be on-site the minimum time per night and his/her time must be documented on the sign in/sign out logs. Supervisory time is not billable and is part of the Contractor's overhead cost. See: Section 5.10, for additional requirements. **NOTE:** this is the minimum supervisory time. The Contractor is required to provide on-site supervision whenever there is a failure to comply with the Contract specifications.

Temporary Rust Library:

The Contractor shall provide a minimum of three (3) productive work hours on a nightly basis Monday thru Friday. Saturday and Sundays will require a minimum of two (2) hours productive work hours each night. One (1) hour per week of supervisory hours shall be provided.

These work hours shall be documented by the Contractor on a nightly sign in and sign out log with each worker's name signature and work times. The original signed log must be submitted along with each payment billing. **NOTE:** this is the **MINIMUM HOUR REQUIREMENT FOR ROUTINE NIGHTLY CLEANING.** The Contractor must provide sufficient labor to accomplish the tasks as identified in the nightly cleaning schedule and this may take longer than the minimum hours. Time for project and special cleaning is in addition to the nightly minimum for routine cleaning.

The Contractor shall provide a minimum of one (1) hour of supervision per week. The supervisor must be on-site the minimum time per night and his/her time must be documented on the sign in/sign out logs. Supervisory time is not billable and is part of the Contractor's overhead cost. See: Section 5.10, for additional requirements. **NOTE:** this is the minimum supervisory time. The Contractor is required to provide on-site supervision whenever there is a failure to comply with the Contract specifications.

PERMANENT RUST LIBRARY

The Contractor and the County will negotiate the minimum hours for this facility once the facility is closer to completion and a walk-thru can be performed.

- 5.17 The Contractor shall be required to set-up meeting rooms (arrange tables and chairs) per instructions provided by the Library staff. **Note:** These rooms are heavily used and the Contractor should anticipate frequent set-ups.
- 5.18 The County shall be sole judge of said quality and required frequency of the services provided herewith.
- 5.19 The Facilities shall be staffed to maintain optimum conditions of cleanliness. If the level of cleaning is at any time considered to be unacceptable to the County, then Contractor will be required to increase his staff or take whatever measures are required.
- 5.20 The County reserves the right to suspend custodial services for areas that are not occupied or only partially occupied. The County will give a minimum of two (2) weeks notice of any suspended service, and service cost will be prorated as agreed upon by the County and the Contractor

6.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Contract Terms and Conditions:

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of General Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of General Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

6.2 Contract Period

The Contract shall cover the period from May 1, 2008 through April 30, 2009, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for all Urban Consumers (CPI-U) all items less food and energy (unadjusted for seasonal changes) for the current twelve (12) month period or three percent 3% whichever is less.

Notice of intent to renew will be given to the Contractor in writing by the County, normally ninety (90) days before the expiration date of the current Contract.

6.3 Contract Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the County.

6.4 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the services. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

6.5 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the County for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.6 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.7 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.8 Payment of Taxes

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.9 Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors at their own expense. Proof of coverage as contained herein shall be submitted prior to entering into the Contract and such coverage shall be maintained by the Contractor for the duration of the Contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit
\$5,000	Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia.
Employers Liability, \$1,000,000.

D. Coverage Provisions

1. The Contractor shall furnish to the County certificates of insurance including all policy exclusions and endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached. The certificates shall indicate the Contract name and number.
2. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the Contractor may be required to procure a bond guaranteeing payment of losses and related claims expenses.
3. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision that the County be added as an additional insured does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
4. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
5. The Contractor shall provide immediate written notice to the County before any cancellation, suspension, or void of coverage in whole or part, or subsequent to any cancellation, suspension, or void of coverage in whole or part if not so notified prior to an action taken by the insurer resulting in the immediate cancellation, suspension, or void in whole or part.
6. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises for which the parties may be held liable by reason of negligence.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

11. Office Burglary & Robbery Bond coverage in the amount of \$25,000.

6.10 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.

6.11 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.12 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County shall waive any fees involved in securing County permits.

6.13 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.14 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.15 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.16 Drug-free Workplace

Every Contract over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.17 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

6.18 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.19 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

6.20 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

6.20 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Contract requirements.

6.21 Cleaning Up

The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

6.22 Exemption from Taxes

The Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or product provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. The Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including but not limited to taxes on materials purchased by a Contractor for incorporation in or use on a construction project.

6.23 Invoicing and Payment

At the end of each calendar month, the Contractor shall submit a proper invoice detailing the appropriate work, in duplicate such invoice to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of General Services
803 Sycolin Road, Suite 100
Leesburg, VA 20175

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.24 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.25 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

6.26 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.27 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

6.28 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.29 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

6.30 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TO COUNTY:

Philip Butterfass

Loudoun County Government

1 Harrison Street, SE, MSC41C

Leesburg, VA 20175

6.31 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

6.32 Registering of Corporation

The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

6.33 Criminal Background Checks

The Contractor shall obtain criminal background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check **MUST** be completed and received by the County Contract Administrator before any personnel can work on County property. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be made quickly. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the contractor may not bill the County for any hours worked. The Contractor **MUST** remove any employee from County service who is convicted of a felony during his employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Contract. **NOTE:** the Contractor will have all employees working at County sites, wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Contract.

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for **ANY** reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

6.34 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

6.35 Minimum Staff-Hour Requirements:

A. General:

The Contractor performing work under this Contract shall keep the records identified below for each employee performing work described in the Contract at each Facility.

B. Minimum Hours:

The Contractor shall provide the minimum hours of cleaning, and supervisory time while housekeeping is being performed, specified below. Supervisory time is part of overhead and not billable under this Contract. *The Contractor is cautioned that the minimum nightly, or daily, requirement of hours may not be enough to accomplish all the routine nightly tasks and does not include special or project cleaning as required under this Contract.*

Purcellville Library:

The Contractor shall provide a minimum of six (6) productive work hours and one (1) hours supervisory hours on a nightly basis Monday thru Friday. This will be a total of seven (7) hours minimum on a nightly basis Monday thru Friday. Saturday and Sundays will require a minimum of three (3) hours productive work hours each night.

Temporary Rust Library:

The Contractor shall provide a minimum of three (3) productive work hours on a nightly basis Monday thru Friday and one (1) hour per week of supervisory hours. This will be a total of three (3) hours minimum on a nightly basis Monday thru Friday. Saturday and Sundays will require a minimum of two (2) hours productive work hours each night.

PERMANENT RUST LIBRARY

The Contractor and the County will negotiate the minimum hours for this facility once the facility is closer to completion and a walk-thru can be performed.

Clerical, Administrative, and Supervisory personnel do not qualify as productive employees and shall not be counted in the total staff-hours furnished by the Contractor to meet the minimum staffing requirements.

6.36 Plan of Work:

A. Schedule of Daily Work:

The Contractor will provide for a monthly schedule of the daily work plan by area and floor level. The plan will be required seven (7) days prior to the first day of the month that it covers. Submission shall be made to the Contract Administrator.

B. Schedule of Periodic Work:

The Contractor shall provide a detailed periodic work plan. The plan will be required within thirty (30) days of Contract award. Submission shall be made to the Contract Administrator.

6.37 Loudoun County Quality Assurance Program:

Each of the services to be rendered under this Contract are subject to County inspection, both during and after completion of the tasks. The County's Quality Assurance Program (inspections evaluations) is NOT a substitute for Quality Control (manpower supervision/control) by the Contractor. The County's Q/A effort does not relieve the Contractor from the responsibility of satisfactorily performing the services specified in the Contract. During the Q/A inspections, if the Contractor does not have enough staff to meet the contracted hourly requirements, the County will assume that the staff was not there for the whole work day. It will be up to the Contractor to provide the Contract Administrator with a work plan as to how many staff will be working for how many hours during this time period. The Contractor's plan must define what hours they will be on-site.

A. Consequence of Contractor's Failure to Satisfy Minimum Staff-Hour Requirements of the Contract:

1. Number of staff-hour(s) below required number X \$18.50.

2. The count shall be determined and agreed upon by the Contractor and the Contract Administrator.
3. All credits shall be given by the Contractor to the County on the monthly billing for the month immediately subsequent to the month in which the shortage occurred.
4. Any dispute concerning the determination of the count shall be referred to the County Purchasing Agent for resolution.

B. Consequence of Contractor's Failure to Perform Required Service:

Contractor's failure to perform under the terms and frequencies specified herein, may result in a reduction in the monthly payment due the Contractor or termination of the Contract. The types of reductions described below may, at the County's option, be imposed after notification to the Contractor of any deficiencies and failure to provide remedies.

1. Immediate response requires the Contractor to report to the site by 10:00 a.m. to correct deficiencies from the previous night. The deficiencies shall be of such a nature as to warrant immediate correction or the use and enjoyment of the Facilities will be negatively affected. Deficiencies requiring immediate response are usually gross in nature, like an entire bathroom not being cleaned, but can be relatively minor if they adversely affect the occupants. For example, a bathroom had no hand towels at the start of business. Should the Contractor fail to respond as required to make corrections, the County may deduct a portion of payment for one day depending on the nature of the infraction.
2. Demerits are assessed for each item missed on the cleaning schedule that does not require an immediate response; and failure to follow security procedures as outlined in Section 5.0. or failure to wear uniforms or display identification as outlined in Section 5.12. Periodically, a County employee will inspect before the start of business and note any deficiencies on a written checklist. The list will be left in a designated location in the housekeeping closet and the Contractor will be called and asked to make corrections based on the list. Failure to make corrections before the next inspection will result in the Contractor being assessed one (1) demerit per each item left uncorrected. The accumulation of ten (10) but less than twenty (20) demerits in one (1) calendar month may result in the Contractor being assessed a \$100 reduction to be deducted from the monthly payment. More than twenty (20) demerits in one (1) calendar month may result in a \$500 reduction and possible termination of the Contract.
3. A sample Contract discrepancy report is contained in Attachment #3.
4. During the first three (3) months of the Contract, the Contractor shall meet on-site with the Contract Administrator and/or other designated County officials as necessary for the purpose of discussing

performance. The meetings shall be documented. It is the responsibility of the Contractor to state in writing any disagreement with the written documentation.

5. After the first three (3) months of the Contract, or at the request of the Contract Administrator, the Contractor shall meet with the Contract Administrator and other designated County officials for the purpose of discussing performance. The Contractor may also request meetings to discuss their performance.

C. Consequence of Contractor's Use of Non-Authorized Employees.

If the Contractor uses employees not on the list, the County may order that person(s) off the property and deduct the cost of a full eight (8) hours labor from the monthly invoice. Repeated use of employees not on the current list may be grounds for termination of the Contract.

6.38 Security:

The Contractor shall keep all suite and exterior doors closed during performance of work. A timer activates the door locks. Doors should not be blocked open for any reason. Doors held open more than 20 seconds once locks are activated will cause the security system to alert the police. Propping doors open shall result in an automatic demerit assessment of ten (10) demerits for each incident. The Contractor shall not allow anyone (including County employees) into the building or office suites when doors are locked. Violation may result in termination of the Contract.

6.39 Key Deposit:

Access to County facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the County Representative(s). Access may include special instruction about security systems installed at these Facilities. The Contractor shall take all reasonable precautions to ensure that security of these Facilities and internal equipment, furnishings and other items are maintained at all times.

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the Facilities. The Contractor shall be responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.

When leaving the Facilities the Contractor's staff shall ensure that all external windows and doors are closed and secured. If the Contractor's staff fails to properly secure the Facilities, the County will deduct any resulting fees and/or the cost of County staff time required to correct the situation from the Contractor's monthly payment.

The Contractor shall report all lost or stolen keys to the County Representative(s) within twenty-four (24) hours after discovery of the loss. The Contractor shall reimburse County for the total cost, as determined by County, of re-keying the Facilities or duplicating additional keys.

Upon expiration or termination of the Contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to County.

The Contractor shall be responsible for any lost keys, card keys and any Inherent damages (i.e., re-keying of whole Facility). This cost shall be withheld from payment(s). The decision to re-key the whole Facility is solely that of the County.

Upon completion of Contract, final payment shall be withheld until all issued keys are returned to the County Contract Administrator or authorized representative.

6.40 Unauthorized Personnel:

At no time shall Contractor allow anyone into the Facilities other than bona fide employees of the Contractor. At no time shall Contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

6.41 Unauthorized Use of County Equipment:

The Contractor shall not allow his/her employees, at any time, to open desk drawers, cabinets, or to use office equipment, including the use of non-pay telephones for any purpose other than a local emergency call.

6.42 Emergency Telephone Numbers:

The Contractor shall provide an emergency telephone number where he can be reached during normal operating hours and after normal operating hours.

6.43 Smoking:

Smoking is not allowed in County facilities at any time.

6.44 Time Sheets:

All custodial employees including supervisors are required to identify themselves by entering their name, starting time, and, when leaving, ending time on the time sheet each workday. All employees shall sign their own names and times. Failure to submit an accurate timesheet (i.e. inaccurate hours, falsifying names, etc.) may be cause for demerits and/or termination. A standard form such as the one contained in Attachment #4 at the end of this exhibit shall be used. The time sheet shall be posted inside the custodial closet for availability to Loudoun County personnel. The Contractor shall furnish an original copy of such records with the invoice at the end of the month.

6.45 Energy Conservation:

The Contractor(s) shall practice energy conservation and turn off lights in unoccupied areas, except where centrally controlled, and shall keep windows and door closed.

7.0 INSTRUCTIONS TO BIDDERS

7.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of its contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information as requested or required. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to 1 Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.

7.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the bid opening date. It is the responsibility of all bidders to ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

7.3 Inspection of Site

It is strongly recommended that all bidders make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting contract. Inspections may be arranged by contacting Kathleen Richmond at 703-737-8645.

7.4 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

7.5 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

7.6 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

7.7 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia,**

the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information. Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.8 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

7.9 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

7.10 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

7.11 Use of Brand Names

Unless otherwise provided in an Invitation For Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or

manufacturer's reference used in the IFB is descriptive -- NOT restrictive -- it is provided to generally indicate the type and quality desired. Proposals on brands of like nature and quality will be considered. If the bid is based on offering other than the referenced or specified items, the bid must show the name of the manufacturer, brand or trade name, catalog number, etc., of article offered. If other than the brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. Bidders must certify that item(s) offered meet and/or exceed specifications. If an item considered as being equal by the bidder is offered and not accepted, the bid shall be rejected. If a bidder makes no other offer and takes no exception to specifications or reference data, it will be required to furnish the brand names, numbers, etc., as specified.

7.12 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of bid as non-responsive. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

7.13 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to bidder, if requested, at bidder's expense. Each sample must be marked with bidder's name and address, IFB number and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO BID.

7.14 Contract Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the County.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

7.15 Delivery

Time is of the essence. Bid must show number of calendar days required to complete the services under normal conditions. A five (5) day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded as nonresponsive. Delivery of materials shall be made during normal working hours only, 9:00 am to 5:00 pm, unless prior approval for an alternate delivery has been obtained from the County.

7.16 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

7.17 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

7.18 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

7.19 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

7.20 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and state vendors, in that order, in all cases of tie bids, quality and service being equal.

7.21 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

7.22 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

7.23 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

7.24 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/purchasing) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

7.25 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7.26 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

7.27 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent Contractors do not require registration. Bidders should consult the Code of Virginia Section 13.1-757 for more information.

7.28. Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

7.29 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions.

7.30 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.31 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.



Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor, MSC #41C
Leesburg, Virginia 20175

8.0 JANITORIAL SERVICES AT RUST AND PURCELLVILLE LIBRARIES

THE FIRM OF: _____

Address: _____

FEIN _____

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms and conditions contained herein.

12 mo. Janitorial Services for Rust Library

\$ _____ /Mo \$ _____ /yr

12 mo. Janitorial Services for Purcellville Library

\$ _____ /Mo \$ _____ /Yr

Bidder shall also provide a fixed hourly rate for daytime house keeper in the event the County wishes to increase daily cleaning hours:

QTY 30 hours \$ _____ /hour Hourly Total _____

TOTAL COST \$ _____

The following shall be returned with your bid. Failure to do so may be cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that it has received all addendums.

ITEM:

1. References (on County form) (attachment #6)
2. Addendums, if any.
3. Payment Terms:
4. W-9 Form
5. Certificate of Insurance
6. Supply List (Attachment #1) (Sect 5.4H)

INCLUDED: (X)

_____ net 30 or _____ Other

7. Equipment List (Attachment #2) (Sect 5.9A) _____
8. Bidders Questionnaire (Attachment #5) _____
9. Pricing Breakdown (Section 5.1) _____
10. Training Method (Section 5.11) _____
11. Financial Records (Section 4.0.1) _____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail _____

Name of person authorized to bind the Firm (7.8): _____

Signature: _____ Date: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.

References for:

Bidders shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

QQ-01398

Please take the time to mark the appropriate line and return with your bid.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

QQ-01398

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**

RIDER CLAUSE
Use of Contract by Members of the
Northern Virginia Cooperative Purchasing Council and
the Metropolitan Washington Council of Governments

IFB Rust & Purcellville Library Janitorial Services

QQ- 01398

This clause is intended to allow a successful vendor to offer the goods and services of the bid to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful vendor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify a bidder nor adversely affect the award of the contract.

BIDDER'S AUTHORIZATION FOR PARTICIPATION:

YES	JURISDICTION	YES	JURISDICTION
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning
	Charles County Public Schools		Commission
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of Governments
	Culpeper County, Virginia		Winchester, VA
	District of Columbia		Montgomery College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools
	District of Columbia Water & Sewer Auth		Northern Virginia Community College
	City of Fairfax, VA		Northern Virginia Planning District Commission
	Fairfax County, VA		Prince George's County, MD
	Fairfax County Public Schools		Prince George's County Public Schools
	Fairfax County Water Authority		Prince William County, VA
	City of Falls Church, VA		Prince William County Public Schools
	Fauquier County, VA		Prince William County Service Authority
	Fauquier County Schools		Town of Purcellville, VA
	City of Frederick, MD		City of Rockville, MD
	Frederick County, MD		Spotsylvania County Schools
	Frederick County Public Schools		Stafford County, VA
	City of Gaithersburg, MD		Stafford County Public Schools
	George Mason University		City of Takoma Park, MD
	City of Greenbelt, MD		Upper Occoquan Sewage Authority
	Town of Herndon, VA		Town of Vienna, VA
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority
	Loudoun County Public Schools		Washington Suburban Sanitary Commission
			Winchester Public Schools

BIDDER SIGNATURE _____

DATE _____

This form must be completed and returned with bid.

Revised 6/2006

ATTACHMENT #1

SUPPLY LIST

Bidder is required to complete the list provided. The bidder is advised that the list is by no means exhaustive and that the responsibility of providing the supplies necessary and essential for performing work specified in the contract rests with the bidder:

<u>ITEM</u>	<u>BRAND</u>
Plastic Trash Can Liners	
Paper Towels (Recycled)	
(Fort Howard, Nibroc, Erwin, or approved equal.)	
Two-Ply Toilet Paper (Recycled)	
(Northern, Feather Soft or approved equal)	
Hand Soap	
Bobrick Dispenser -Liquid Satin, or approved equal	
Toilet Seat Covers	
Cleaners:	
Glass/Window	
Bathroom	
Bowl	
Multi-Purpose	
Floor Care	
Stripper	
Finish	
Sealer	
Polish	
Metal Polish	
Furniture Care	
Polish (Vinyl)	
Polish (Wood)	
Carpet spot/Stain Remover	
Steam & Carpet Cleaner	
Disinfectant (Lysol or approved equal)	
Tile Cleaner	
Gum Remover	
Dust Mop Treatment	
Sand (Cigarette sand urns)	
Floor Pads	
Upholstery Cleaner	
Wood Cleaner	
Porcelain Cleaner	
Stainless Steel Cleaner	
Brass Polish	
Ice Melt	

ATTACHMENT #2

EQUIPMENT LIST

Bidder is required to complete the list provided. The bidder is advised that the list is by no means exhaustive and that the responsibility of providing the supplies necessary and essential for performing work specified in the contract rests with the bidder:

<u>ITEM</u>	<u>MANUFACTURER</u>	<u>QUANTITY</u>
Vacuum	_____	_____
Commercial Grade, 1 1/2 hp. Min.	_____	_____
Wet/Dry Vacuum	_____	_____
Backpack Vacuum	_____	_____
Floor Scrub Machines	_____	_____
High Speed Buffing Machine	_____	_____
Low Speed Buffing Machine	_____	_____
Carpet Steam Cleaner	_____	_____
Brooms - Indoor/Outdoor	_____	_____
Dustpans	_____	_____
Mop - Dust	_____	_____
Mop - Dust (treated)	_____	_____
Bucket	_____	_____
Wringer	_____	_____
Wet Floor Signs	_____	_____
Mobile Trash Cans (w/caddy)	_____	_____
Special High Cleaning Equipment	_____	_____
Dusters(Lambswool, or approved equal)	_____	_____
Commode Bush	_____	_____
Window Cleaning Utensils	_____	_____
Power Sweepers	_____	_____

ATTACHMENT #3

CUSTODIAL DISCREPANCY REPORT

BUILDING NAME: _____

CONTRACT NUMBER: _____

VENDOR: _____

TO: _____
Contract Administrator Date

Date of Notification: _____

Contractor Response: _____
(yes/no)

Discrepancy or Problem: (Describe in detail)

Name: _____ Date: _____

Contractor Response and Corrective action taken:

Name: _____ Date: _____

County Response and Action Taken: (Partial/Full Acceptance, Rejection, Payment Deductions Termination Procedures, etc.)

Name: _____ Date: _____

Name of Contractor Notified: _____ Date: _____

Contract Administrator: _____ Date: _____

ATTACHMENT #4

TIME SHEET

BUILDING NAME: _____

CONTRACT NUMBER: _____

VENDOR: _____

SUPERVISOR: _____

[illegible]

ATTACHMENT #5

BIDDERS QUESTIONNAIRE

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS THEREIN CONTAINED.

1. How long has your organization been in business?

2. List below, or on an attachment, all pertinent information and/or data that indicated your firm's ability to satisfactorily perform to the terms of the contract?

3. Have you personally inspected the proposed work sites and have a complete plan for the performance of the work?

4. Will you subcontract under this contract? (carpet cleaning and window washing only)

5. Has your firm ever failed to perform satisfactorily or defaulted on contracts awarded to you?

6. State the true, exact correct and complete name of the partnership, corporation or trade name under which you do business and the address and place of business.
 * If a corporation, state the name of the President and Secretary
 * If a partnership, state the names of all partners.
 * If a trade name, state name(s) of individual(s) who do business under the trade name.

7. Name, address and telephone number of contact for emergency service.

ATTACHMENT #6

REFERENCE DISCLOSURE FORM

Bidder shall provide information regarding experience in the janitorial cleaning function by listing three (3) most recent clients. Greater emphasis shall be given to experience function at facilities of comparable size and nature of that specified for the County. At least two (2) references must be within the greater Metropolitan Washington D.C. Area so that the County can confirm past performance by a physical site inspection by County staff.

1. Company Name: _____
 Contact: _____
 Phone Number: _____
 Area Cleaned: _____ Size: _____ Type: _____
 Job Dates: _____ Beginning: _____ End: _____

2. Company Name: _____
 Contact: _____
 Phone Number: _____
 Area Cleaned: _____ Size: _____ Type: _____
 Job Dates: _____ Beginning: _____ End: _____

3. Company Name: _____
 Contact: _____
 Phone Number: _____
 Area Cleaned: _____ Size: _____ Type: _____
 Job Dates: _____ Beginning: _____ End: _____